

contract development, implementation, and administration. I am familiar with the pricing and market conditions that Abbott faces in the hospital products market.

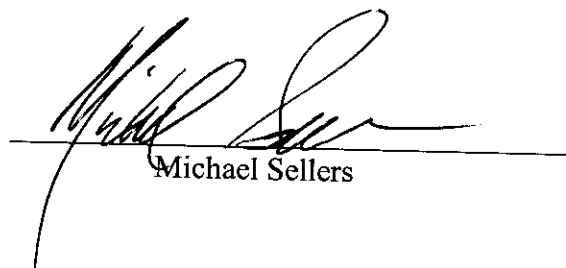
3. I have reviewed the documents cited in paragraphs 214 and 215 of the Amended Master Consolidated Complaint (“AMCC”) and paragraphs 224 and 225 of Montana’s Second Amended Complaint (“the Montana Complaint”), respectively, and I have personal knowledge of their contents. These documents, control-numbered ABT AWP/MDL 31024-31062 and ABT AWP/MDL 31000-31023, are bid award listings that were generated by two of Abbott’s customers. Both of these customers are group purchasing organizations who represent a significant number of Abbott post-acute care customers. These two group purchasing organizations rank among Abbott’s top group customers based on hospital products sales in their channels of trade. ABT AWP/MDL 31024-31062 contains the agreed-upon contract prices between Abbott and one of the group purchasing organizations for the years 2000-2001. ABT AWP/MDL 31000-31023 contains the agreed-upon contract prices between Abbott and the other group purchasing organization for the years 2000-2002. Both documents contain contract prices for hundreds of Abbott’s products.

4. Public disclosure of the customer-specific contract pricing information contained in the above-identified documents, and cited in the AMCC and Montana Complaint, is likely to injure Abbott. Most of the products listed are multi-source products, and, hence, manufactured by numerous pharmaceutical companies. As a result, the market for these multi-source products is extremely competitive, and sensitive to minute price fluctuations. If Abbott’s competitors obtained Abbott’s customer-specific contract pricing information, then its competitors would be in a position to undercut Abbott’s contract prices for those customers. Furthermore, public disclosure of the customer-specific contract pricing information contained in the above-identified

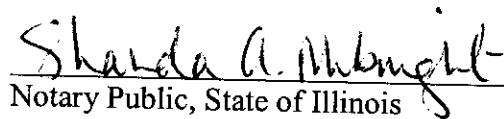
documents may cause other Abbott customers to demand the same pricing terms, to the extent their pricing terms are less favorable.

5. In the past and today, Abbott has taken careful steps to ensure that customer-specific contract pricing is not publicly disclosed. For example, Abbott enters into confidentiality agreements with certain customers, including the group purchasing organizations referenced in the above-identified documents, whereby the respective parties are barred from publicly disclosing the agreed-upon pricing terms. The confidentiality agreements between Abbott and its customers apply to pricing information, such as the information contained in the above-identified documents. Abbott has also taken additional steps to protect public disclosure of this information, including controlled distribution of price lists, audited group participation, and confidentiality agreements with all trading partners (drug wholesalers and distributors).

Dated: Abbott Park, Illinois
August 21, 2003


Michael Sellers

Subscribed and sworn to before me
this 21 day of August, 2003.


Notary Public, State of Illinois

